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WALTER WILHELM LAW GROUP
A Professional Corporation
Riley C. Walter #91839
Danielle J. Bethel #315945
205 East River Park Circle, Ste. 410
Fresno, CA 93720
Telephone: (559) 435-9800
Facsimile: (559) 435-9868
E-mail: rileywalter@w2lg.com

Attorneys for Tulare Local Healthcare District,
dba Tulare Regional Medical Center

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

In re

CASE NO. 17-13797

TULARE LOCAL HEALTHCARE
DISTRICT, dba TULARE REGIONAL
MEDICAL CENTER,

DC No.: WW-40

Chapter 9

Debtor.

Date: July 19, 2018
Time: 9:30 a.m.
Place: 2500 Tulare Street
Fresno, CA 93721
Courtroom 13
Judge: Honorable René Lastreto II

Tax ID #: 94-6002897
Address: 869 N. Cherry Street
Tulare, CA 93274

**DECLARATION OF CHIEF ADMINISTRATIVE OFFICER, SANFORD HASKINS IN
SUPPORT OF MOTION FOR AUTHORIZATION TO REJECT EXECUTORY
CONTRACT (TOYOTA TRUST LEASE)**

I, Sanford Haskins, hereby declare and represent as follows:

1. My name is Sanford Haskins. I am the Chief Administrative Officer of
Tulare Local Healthcare District, dba Tulare Regional Medical Center ("Debtor" or
"District").

2. I have been involved in the healthcare industry for over 40 years.

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1 3. I have personal knowledge of the facts contained herein and if I was called
2 as a witness, I could and would testify as is set out in this Declaration. I am over the
3 age of 18, have present knowledge, and am competent to testify to the matters
4 contained in this Declaration.

5 4. On September 30, 2017, Debtor filed for Chapter 9 bankruptcy.

6 5. On October 29, 2016 ("Effective Date"), the Debtor entered into Closed-
7 End Motor Vehicle Lease Agreement ("Lease Agreement") with Gropetti LTD, Inc. A
8 true and correct copy of the Lease Agreement is hereto as Exhibit A.

9 6. According to the Lease Agreement, the Lease Agreement it was to be
10 subsequently assigned to Toyota Lease Trust and serviced by Toyota Motor Credit
11 Corporation. Attached as Exhibit "B" is a copy of the most recently received invoice
12 pertaining to the Lease Agreement from Toyota Financial Services.

13 7. The subject matter of the Lease Agreement is a 2015 Toyota Prius with
14 Vin number ending in -7866. The Lease Agreement calls for 36 consecutive monthly
15 payments beginning on the Effective Date. At the end of the term of the Lease
16 Agreement TRMC is required to either return or purchase the vehicle for \$14,415.

17 8. I have personally analyzed the Lease Agreement and determined in my
18 business judgment that the Lease Agreement should be rejected.

19 9. The District leases another, almost identical vehicle from the same lessor
20 at similar terms. Additionally, the District has other vehicles at its disposal that are not
21 subject to monthly lease payments.

22 10. Accordingly, based on my experience, knowledge, and business
23 judgment, the District's transportation needs are met without the Lease Agreement thus
24 the Lease Agreement should be terminated.

25 11. I made this determination based on my experience in the healthcare
26 industry and the needs of the Debtor. I informed the District's leadership of my
27 recommendation that Debtor should terminate the Lease Agreement.

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1 I SO DECLARE under penalty of perjury under the laws of the United States of
2 America and that this declaration was executed on this 11th day of June, 2018 at

3 Portland Oregon.

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5 Sanford Haskins